



McALLEN STATE BANK P.O. BOX 1300 McALLEN, TEXAS 78502 1300

512 686-1733

15031
REGISTRATION NO. 1425

AUG 13 1986 - 11 55 AM

INTERSTATE COMMERCE COMMISSION
August 1, 1986

GREG YARBOROUGH
VICE PRESIDENT

No. 6-225A024

Date AUG 13 1986

Fee \$ 10.00

ICC Washington, D. C.

Interstate Commerce Commission
12th Street and Constitution Ave. North West
Washington, D. C. 20423

Attention: Mildred Lee - Room 2303

Dear Ms. Lee:

Enclosed you will find notes and security agreements regarding a loan transaction between McAllen State Bank, McAllen, Texas and Rio Grande Chemical Sales Company of McAllen, Texas. McAllen State Bank has agreed to finance a total of 76 - 70 ton covered top hopper cars for Rio Grande Chemical Sales Company. The attached list details the serial number of each car.

I have also enclosed the \$10.00 filing fee. After recording these documents, please send the recorded document to my attention.

Sincerely,

Greg Yarbrough
Vice President

GY/ms
Encl.

ICC OFFICE OF
THE SECRETARY
Aug 13 11 44 AM '86
MOTOR OPERATING UNIT

Interstate Commerce Commission

Washington, D.C. 20423

8/13/86

OFFICE OF THE SECRETARY

Greg Yarborough
Vice President
McAllen State Bank
P.O.Box 1300
McAllen, Texas 78502

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/19/86 at 11:55am, and assigned re-recording number(s). 15031

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)



GWY/dg

JULY 10

19 86

Section 1. Security Interest

1.01 Debtor: (Name and Address)

RECORDATION NO. 15031 Filed 1986 Secured Party:

MCALLEN STATE BANK
200 S. 10TH ST.
MCALLEN, TX 78501RIO GRANDE CHEMICAL SALES COMPANY
1200 S. 9TH ST.
MCALLEN, TX 78501-2911

AUG 1 3 1986 - 11 53 AM

INTERSTATE COMMERCE COMMISSION

1.02 The Obligations secured by this Security Agreement are those of Debtor and, if of someone else, of:

1.03 Collateral: The Collateral shall include all property referred to in the definition of "Collateral" in Section 2.04, and specifically shall include, without limitation, one or more of the following items which are checked or otherwise indicated to be included:

☐ (a) All of Debtor's accounts, inventory, chattel paper, documents and instruments including, without limitation, any of the foregoing which may be more specifically indicated in the remainder of this Section 1.03.☐ (b) The following specified inventory: N/A

N/A

N/A

N/A

☒ (c) The following specified accounts, chattel paper or instruments, and additionally any property the sale or lease of which shall have given rise to such accounts, chattel paper or instruments: ASSIGNMENT OF CAR RENTAL CONTRACT BY AND BETWEENRIO GRANDE CHEMICAL SALES CO., A TEXAS CORPORATION AND CEMENTOS MEXICANOS, S.A., GRAL.
TREVINO 409 PTE., MONTERREY, NUEVO LEON, MEXICO, DATED MAY 28, 1986, ON SEVENTY-SIX (76).

COVERED TOP HOPPED CARS WITH A SEVENTY (70) TON CAPACITY.

☐ (e) The following specified general intangibles: N/A

N/A

N/A

1.04 If any of the Collateral includes farm products, or accounts or general intangibles arising from the sale thereof, the location of such farm products is in N/A County, State of N/A.

1.05 Any invoice or agreement evidencing accounts referred to in Section 1.03 shall be due and payable not more than N/A days from the date thereof; provided, however, that any accounts not so due and payable shall nevertheless be included as part of the Collateral.

1.06 Debtor hereby grants to Secured Party a security interest in, general lien upon, and right of set-off against the Collateral to secure the Obligations, and the performance by Debtor of all the terms and agreements of Debtor pursuant to this Security Agreement or of any Obligor in connection with the transaction giving rise to this Security Agreement.

Section 2. Definitions.

2.01 "Debtor" shall mean the party described as Debtor in Section 1.01, and "Secured Party" shall mean the party described as Secured Party in Section 1.01.

2.02 "Obligations" shall mean all present and future loans, advances, liabilities, obligations, covenants, duties and indebtedness of Debtor and/or any other person or entity described in Section 1.02 to Secured Party, and any and all renewals, extensions for any period, rearrangements or enlargements thereof, whether evidenced by any note or other instrument or agreement, whether arising by an extension of credit, letter of credit, overdraft, endorsement, loan, guaranty, indemnification or otherwise, whether direct or indirect, including, without limitation, any of the foregoing acquired by assignment or participation, absolute or contingent, due or to become due. The Obligations shall also include all interest, charges, expenses, attorneys' or other fees and any other sums incurred by Secured Party in connection with the execution, administration or enforcement of Secured Party's rights and remedies hereunder, or under any other agreement with Debtor and/or with any other person or entity described in Section 1.02.

2.03 "General Intangibles" shall mean all personal property other than goods, accounts, chattel paper, documents, instruments and money. Such personal property (excluding the other property referred to in the preceding sentence) shall include, without limitation, all (i) letters of credit, bonds, guaranties, purchase or sales agreements and other contractual rights (whether similar or dissimilar), rights to performance, and claims for damages, refunds (including tax refunds) or other monies due or to become due, (ii) orders, franchises, permits, certificates, licenses, consents, exemptions, variances, authorizations or other approvals by any governmental agency or court, (iii) consulting, engineering and technological information and specifications, design data, patent rights, trade secrets, literary rights, copyrights, trademarks, labels, trade names and other intellectual property, (iv) business records, computer tapes and computer software, (v) goodwill and (vi) all other intangible personal property, whether similar or dissimilar to the foregoing.

2.04 "Collateral" shall mean (i) all property, wherever located, referred to in Section 1.03 (by checking or writing in any blank space provided therein); (ii) in the event that Section 1.03 has not been checked or otherwise marked in the blank spaces provided therein, all of Debtor's accounts, inventory, chattel paper, documents and instruments; (iii) all General Intangibles related to any property referred to in Section 1.03 or this Section 2.04; (iv) any related or additional property from time to time delivered to or deposited with Secured Party by or for the account of Debtor; (v) all certificates of title or other documents evidencing ownership or possession of or otherwise relating to any property referred to in Section 1.03 or this Section 2.04; (vi) all property in any state or condition used or usable in connection with any property referred to in Section 1.03 or this Section 2.04; (vii) all policies of insurance (whether or not required by Secured Party) covering any property referred to in Section 1.03 or this Section 2.04; (viii) all goods which were at any time included in the Collateral and which are returned to or for the account of Debtor following their sale, lease or other disposition; (ix) all proceeds, products, replacements, additions to, substitutions for, accessions of, and property necessary for the operation of any of the foregoing, including, without limitation, insurance payable as a result of loss or damage to the foregoing property and any proceeds thereunder, refunds of unearned premiums of any such insurance policy, and claims against third parties; (x) all books and records related to any of the foregoing, including without limitation any and all books of account, customer lists and other records relating in any way to the Accounts and Inventory; and (xi) any of the aforementioned Collateral hereafter acquired by Debtor as well as Collateral which Debtor now owns or in which Debtor otherwise has rights.

2.05 "Event of Default" shall mean any event specified in Section 5.

2.06 "Obligor" shall mean any party other than Debtor (whether or not described in Section 1.02) liable to Secured Party for repayment of any of the Obligations, whether as an account debtor, obligor on an instrument, issuer of securities, guarantor or otherwise. In the event that Debtor is not the party receiving funds pursuant to loan advances or other extensions of credit which comprise all or part of the Obligations, "Obligor" as used in this Security Agreement includes, without limitation, the party receiving such funds.

2.07 "Highest Lawful Rate" shall mean the maximum rate of nonusurious interest allowed from time to time by applicable law.

2.08 "Code" shall mean the Uniform Commercial Code as presently in effect in the State of Texas, Texas Business and Commerce Code, Chapters 1 through 9. Except as otherwise defined or indicated by the context herein, all terms which are defined in the Code shall have their respective meanings as used in Chapter 9 of the Code.

2.09 "Accounts" shall mean all accounts, chattel paper and instruments (as such terms are defined in the Code) in which Debtor now or hereafter acquires rights.

2.10 "Inventory" shall mean all inventory (as defined in the Code) in which Debtor now or hereafter acquires rights.

Section 3. Debtor's Representations, Warranties and Agreements.

3.01 Unless otherwise agreed to in writing by Secured Party, Debtor owns the Collateral free and clear of any interest of any other party and has full

THIS SECURITY AGREEMENT INCLUDES PROVISIONS ON THE REVERSE SIDE OF THIS PAGE AND ON ADDITIONAL PAGES, ALL OF WHICH ARE PART OF THIS SECURITY AGREEMENT.

DEBTOR: RIO GRANDE CHEMICAL SALES COMPANY

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.BY: Paul G. Veale
PAUL G. VEALE, PRESIDENT

ATTEST:

BY: Pamela G. Rodriguez
Rev. 12/8/83 PAMELA G. RODRIGUEZ,
ASST. VICE PRESIDENT

MCALLEN STATE BANK

BY: Greg W. Harborough
GREG W. HARBOROUGH, VICE PRESIDENT

COMBINATION MULTIPLE OR SINGLE PAY/FIXED OR VARIABLE RATE

\$ 659,970.91 MCALLEN Texas JULY 10 19 86

For value received, RIO GRANDE CHEMICAL SALES COMPANY (hereinafter called "Maker", whether one or more, and jointly and severally, if more than one) promise(s) to pay to the order of REGISTRATION NO. 15034

MCALLEN STATE BANK AUG 13 1986 - 11 55 AM
(herein called "Bank") at its offices at 200 SOUTH 10TH STREET, MCALLEN
HIDALGO County, Texas 78501-4850 in lawful money of the United States of America the sum of
SIX HUNDRED FIFTY NINE THOUSAND NINE HUNDRED SEVENTY AND 91/100 INTERSTATE COMMERCE COMMISSION
(\$ 659,970.91) together with interest thereon from JULY 10, 1986 until maturity at:

☒ a varying rate per annum which is ONE AND NO/100*****
percent (1.00%) per annum above the rate established by MCALLEN STATE BANK**
***** from time to time as its
"Prime Rate" as hereinafter defined (but in no event to exceed the maximum rate of nonusurious interest allowed
from time to time by law, hereinafter called the "Highest Lawful Rate"), with adjustments in such varying rate to be made
on the same date as any change in such Prime Rate and adjustments due to changes in the Highest Lawful Rate to be
made on the effective date of any change in the Highest Lawful Rate, or

☐ _____ percent (%) per annum:

All past due principal and interest shall bear interest at a rate per annum which is one percent (1%) per annum above the
prematurity rate, varying or fixed, as the case may be, specified in the immediately preceding sentence (but in no event
to exceed the Highest Lawful Rate) from maturity until paid. Unless otherwise specified below, interest shall be computed
on a per annum basis of a year of 360 days and for the actual number of days (including the first but excluding the last day)
elapsed unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per annum
basis of a year of 365 or 366 days, as the case may be.

This note is due and payable:

☐ _____ after date with accrued interest being due and payable
either (a) _____ commencing _____ and on the same day of each and every
succeeding _____ thereafter during the term hereof and at maturity, or (b) if the immediately preceding
blank spaces are not completed, at maturity, or

☒ in THREE installments, the first TWO (2)
of which being in the amount of ***ELEVEN THOUSAND AND NO/100*****
DOLLARS (\$ 11,000.00 each, INCLUDING accrued interest each, and the THIRD
(3RD) and final installment being in the amount of the balance of principal plus
accrued interest then due hereon. The first such installment is due and payable AUGUST 8, 1986, and
the remaining installments are due and payable in consecutive order on the same day of each and every succeeding
MONTH thereafter until all sums called for hereunder have been paid in full.

This note is secured by the security described below, if a description is inserted, but a failure to describe all or part of
the security shall not be considered as a waiver of such security.

ASSIGNMENT OF CAR RENTAL CONTRACT BY AND BETWEEN RIO GRANDE CHEMICAL
SALES CO., A TEXAS CORPORATION AND CEMENTOS MEXICANOS, S.A., GRAL.
TREVINO 409 PTE., MONTERREY, NUEVO LEON, MEXICO, DATED MAY 28, 1986,
ON SEVENTY-SIX (76) COVERED TOP HOPPED CARS WITH A SEVENTY (70) TON
CAPACITY.

WE HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL INSTRUMENT.

ATTEST:

BY:

PAMELA G. RODRIGUEZ,
ASST. VICE PRESIDENT

MCALLEN STATE BANK

BY:

GREG W. YARBOROUGH, VICE PRESIDENT

NOTICE TO CONSUMER: IF THIS INSTRUMENT PROVIDES FOR A VARIABLE RATE OF INTEREST AND
IF THE CREDIT EXTENDED HEREUNDER IS PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD
USE, THEN, UNDER TEXAS LAW, IF YOU CONSENT TO THIS AGREEMENT, YOU MAY BE SUBJECT TO A
FUTURE RATE AS HIGH AS 24% PER YEAR.

THE PROVISIONS ON THE REVERSE SIDE ARE A PART OF THIS INSTRUMENT. THOSE PROVISIONS
MUST BE READ BEFORE SIGNING THIS INSTRUMENT. RIO GRANDE CHEMICAL SALES COMPANY

Address

1200 S. 9TH ST.

MCALLEN, TX 78501-2911

Address

Paul G. Veale
Signature PAUL G. VEALE, PRESIDENT

Signature

MATURITY DATE - OCTOBER 8, 1986

CL - 146

15031
RECORDATION NO. Filed 1426

AUG 13 1986 - 11 55 AM

INTERSTATE COMMERCE COMMISSION

CAR RENTAL CONTRACT
BY AND BETWEEN
RIO GRANDE CHEMICAL SALES COMPANY
AND

CEMENTOS MEXICANOS, S. A.

MAY 28th., 1986.

" A D D E N D U M "

SCHEDULE "A"

30305,	30311,	30316,	30342,	30344,	30352,	30361,	30365,	30370,	30371,	---
30372,	30395,	30403,	30404,	30410,	30412,	30417,	30421,	30431,	30438,	---
30442,	30443,	30449,	30529,	30530,	30531,	30532,	30581,	30641,	30642,	---
30658,	30671,	30673,	30675,	30676,	33010,	33011,	33013,	33014,	33015,	---
33017,	33018,	33020,	33021,	33022,	33023,	33024,	33029,	33031,	33032,	---
33033,	33034,	33035,	33036,	33037,	33038,	33040,	33041,	30374,	30375,	---
30381,	30521,	30527,	30528,	30678,	30679,	33008,	33025,	33027,	33028,	---
33042,	33043,	33086	and 33087.							

[Handwritten signature]
KW